CONTRACT



www.kmbc.com

And:

Strategic Media Placement OH 7669 Stagers Loop Delaware, OH 43015

	Contract / Re	vision	Alt Order	<u> </u>
	953262	1	07904991	
Product AKIN/SEN/R				3,000
Contract Dates 09/21/12 - 09/24/12	Estimate #			
Advertiser Akin/R/Senate			Original Date 09/19/12	/ Revision / 09/19/12
	Billing Cycle EOM/EOC	Broado		Cash/Trade Cash
	Station KMBC	Mered	nt Executive ith Thompson	Sales Office Eagle-Washingt
	Special Hand	ling		
	Demographic Adults 35+	2		
	IDB#	Advert AKIT	iser Code	Product Code
	Agency Ref	•	Advertise	r Ref

Spots

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spot	s Amount
N 1 KMBC 09/21/12 09/21/12 First News at 6am	6-7am	:30	NM	1 \$600.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$600.00			
N 2 KMBC 09/24/12 09/24/12 First News at 6am	6-7am	:30	NM	1 \$600.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 M 1	<u>Rate</u> \$600.00			
N 3 KMBC 09/21/12 09/21/12 Good Morning America	7-9am	:30	NM	1 \$450.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$450.00			
N 4 KMBC 09/22/12 09/22/12 Sa 6-7a	6-7a	:30	NM	1 \$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$300.00	-		
N 5 KMBC 09/23/12 09/23/12 Sun News @ 5am	5-6am	:30	NM	1 \$100.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$100.00			
N 6 KMBC 09/23/12 09/23/12 Su 6-7a	6-7a	:30	NM	1 \$300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/17/12 09/23/12 5 1	<u>Rate</u> \$300.00			
N 7 KMBC 09/23/12 09/23/12 News Wknd Sun	7-9am	:30	MM	1 \$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$300.00			
N 8 KMBC 09/21/12 09/21/12 5pm News	5-530pm	:30	МИ	1 \$700.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate			

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



Contract / Revision Alt Order # 953262 07904991 Contract Dates Product Estimate # 09/21/12 - 09/24/12 AKIN/SEN/R

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Advertiser Original Date / Revision 09/19/12 / 09/19/12 Akin/R/Senate

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Ra	te Type	Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 09/17/12 09/23/12 F 1	<u>Rate</u> \$700.00				
N 9 KMBC 09/24/12 09/24/12 5pm News	5-530pm	:30	NM	1	\$700.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$700.00				
N 10 KMBC 09/21/12 09/21/12 6pm News	6-630pm	:30	NM	1	\$825.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/17/12 09/23/12 F 1	<u>Rate</u> \$825.00				
N 11 KMBC 09/24/12 09/24/12 6pm News	6-630pm	:30	NM	1	\$825.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 M 1	<u>Rate</u> \$825.00				
N 12 KMBC 09/21/12 09/21/12 M-F/SU 10pm News	10-1035pm	:30	NM	1	\$1,600.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/17/12 09/23/12 F 1	Rate \$1,600.00				
N 13 KMBC 09/24/12 09/24/12 M-F/SU 10pm News	10-1035pm	:30	NM	1	\$1,600.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 M 1	<u>Rate</u> \$1,600.00				
N 14 KMBC 09/22/12 09/22/12 Late Airing Late News	Various	:30	NM	1	\$500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/17/12 09/23/125- Spots/Week	<u>Rate</u> \$500.00				
N 15 KMBC 09/21/12 09/21/12 M-F 12n-1p	12n-1p	:30	NM	1	\$250.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/17/12 09/23/12F Spots/Week	<u>Rate</u> \$250.00				
		Totals		15	\$9,650.00

Time Period # of Spots Gross Amount Net Amount 08/27/12 -09/24/12 15 \$9,650.00 \$8,202.50 \$8,202.50 Totals 15 \$9,650.00

Signature:		Date:	
-	Control of the Contro		

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser stladdress on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the Goe of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract strany time; (i) upon material breach by Agency, (ii) if Station falls to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become que and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (a) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as illustrated demages a sum equal to the leaser of the following: (i) the sotial noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereuncer if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(s) effective at the earliest date permitted thereuncer.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, isboridispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable aboses" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control. Station falls to broadcast any or all of the announcement s) or programs to be broadcast hereuncer. Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled proadcast is made, a later proadcast shall be made at a reasonably satisfactory substituted as and time, and if no appropriate to proadcast is omitted, a later proadcast shall be made at a reasonable substituted as and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any proadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recopbure time previously sold when necessary to complywith its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1984, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can celed without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled proadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Faragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract. Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall be not the to pay the full obarge (no credit or refund will be given) but Agency shall be about detained an other announcement at a reasonably as tis actory substitute date and time, at no additional loharge therefor.

8. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 43 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contracy to the public interest, (ii) shall conform to the Station is then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if some provided by Station, for communications from others.

If Agency requests within 30 days of (sat broadbast here under, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 80 days following the last broadbast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney ties and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency's not require from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by on behalf of Agency's or Advertiser's commercial materials and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to any plain. The provisions of this paragraph shall survive the termination or expiration of this contract.

CONSEQUENTIAL DAMAGES

Agen by and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will proadpast the announdements and programs obvered by this contraction the dates and at the approximate hourly/times provided on the

face hereo f.

(b)	The Station shall exercise normal	prepautions in handling of prop	ertvand maîl. but assumes no lisbili	wifor loss or damage to program or commercia
				ii, correspondence, or telephone calls in
connection with broad gasts excer				

- (a) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily listle for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (avoluting advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monles which may be or become payable by Advertiser or Agency or that Agency was in danger of becoming in solvent; or (ii), after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency to the Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations nereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast here under for the benefit of any person other than Advertiser, or for a product or service other than that have done the face hereof
- (e) This contact contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1924, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provisions. All notices he reunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copyrof the Station's current political advertising disclosure statement.]

CONTRACT

KMBC-TV	Kansas City, MO	Ave 64133-6409
	(816)221-9999	

www.kmbc.com

And:

Strategic Media Placement OH 7669 Stagers Loop Delaware, OH 43015

	Contract / Re	vision	Alt Order #	#	
	953262	1	07904991	-	
Product					
AKIN/SEN/R					
Contract Dates	Estimate #				
09/21/12 - 09/24/12					
Advertiser			Original Date	/ Revision	
Akin/R/Senate			09/20/12	/ 09/20/12	
	Billing Cycle	Billing	Calendar	Cash/Trade	
	EOM/EOC	Broad	cast	Cash	
	Station	Accou	nt Executive	Sales Office	
	KMBC	Mered	ith Thompson	Eagle-Washingt	
	Special Hand	ling			
	Demographic				
	Adults 35+				
		T			
	IDB#	Advert	iser Code	Product Code	
	-	AKIT			
	Agency Ref		Advertise	Ref	

Spots/

		Spots/	<u> </u>		2
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	pots	Amount
E 1 KMBC 09/21/12 09/21/12 First News at 6am	6-7am	:30	NM	1	\$600.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$600.00				
E 2 KMBC 09/24/12 09/24/12 First News at 6am	6-7am	:30	NM	1	\$600.00
Class of Time - Pre-emptible with notice Start Date Week: 09/24/12 09/30/12 Weekdays Spots/Week M 1	<u>Rate</u> \$600.00				
E 3 KMBC 09/21/12 09/21/12 Good Morning America	7-9am	:30	NM	1	\$450.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$450.00				
E 4 KMBC 09/22/12 09/22/12 Sa 6-7a	6-7a	:30	MM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$300.00				
E 5 KMBC 09/23/12 09/23/12 Sun News @ 5am	5-6am	:30	NM	1	\$100.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12 09/23/12 Weekdays Spots/Week 1	<u>Rate</u> \$100.00				
E 6 KMBC 09/23/12 09/23/12 Su 6-7a	6-7a	:30	MM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12 09/23/12 Weekdays Spots/Week S 1	<u>Rate</u> \$300.00				
E 7 KMBC 09/23/12 09/23/12 News Wknd Sun	7-9am	:30	MM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$300.00				
E 8 KMBC 09/21/12 09/21/12 5pm News	5-530pm	:30	MM	1	\$700.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate		l		

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Contract Agreement Between: Print Date 09/20/12 Page 2 of 4

10 4DD T (KMBC	
KWRT-IA(C)	6455 Winchester	Ave
KMBC-TV	Kansas City, MO	64133-6409
	(816)221-9999	

www.kmbc.com

	Contract / Revision 953262 /	Alt Order # 07904991
Contract Dates 09/21/12 - 09/24/12	Product AKIN/SEN/R	Estimate #
Advertiser Akin/R/Senate		Original Date / Revision 09/20/12 / 09/20/12

Totals

16

\$9,650.00

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type	Spots	Amount
Start Date Week: End Date 09/17/12 Weekdays 09/23/12 Spots/Week 1	<u>Rate</u> \$700.00				
E 9 KMBC 09/24/12 09/24/12 5pm News	5-530pm	:30	MM	1	\$700.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 M 1	<u>Rate</u> \$700.00				
E 10 KMBC 09/21/12 09/21/12 6pm News	6-630pm	:30	MM	1	\$825.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/17/12 09/23/12 F 1	<u>Rate</u> \$825.00				
E 11 KMBC 09/24/12 09/24/12 6pm News	6-630pm	:30	NM	1	\$825.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$825.00				
E 12 KMBC 09/21/12 09/21/12 M-F/SU 10pm News	10-1035pm	:30	NM	1	\$1,600.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/17/12 09/23/12 F 1	Rate \$1,600.00				
N 13 KMBC 09/24/12 09/24/12 M-F/SU 10pm News	10-1035pm	:30	NM	1	\$1,500.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$1,500.00				
E 14 KMBC 09/22/12 09/22/12 Late Airing Late News	Various	:30	NM	1	\$500.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$500.00				
E 15 KMBC 09/21/12 09/21/12 M-F 12n-1p	12n-1p	:30	MM	1	\$250.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/17/12 09/23/12F Spots/Week	<u>Rate</u> \$250.00				
N 16 KMBC 09/22/12 09/22/12 Sat News @ 5am	5-6am	:30	MM	1	\$100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/17/12 09/23/12 5- 1	Rate \$100.00				

Time Period		# of Spots	Gross Amount	Net Amount	
08/27/12	-09/24/12	16	\$9,650.00	\$8,202.50	
Totals		16	\$9,650.00	\$8,202.50	

Signature:	Date:	

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase proadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser"), and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

4 BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following prosdossts hereunder, bill Agency or behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which prosdoss to course or on such other date as may be specified in the involce.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for fixe if and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- (a) Unless otherwise specified on the label hereof, either party may terminate this contract, without baues, upon giving the other party at least 25 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract any time; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges he reunder shall immediately become due and payable. The Agency's only ilability shall be to pay for telecasts completed nersunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as a jour date of such termination, or (ii) the beaser of the following: (i) the social nonconcellable out-of-pocket costs necessarily incurred by Agency vin cerformance of this contract through date of such termination, or (ii) the batal which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination pursuant to Paragraph 2(s) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3 OMISSION OF BROADCAST

If, as a result of an apt of God, force majeure, public emergency, ispondispute, restriction imposed by isw or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station is reasonable control. Station falls to broadcast any or all of the announcement(s) or programs to be broadcast hereuncer. Station shall not be in preson hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later proadcast shall be made at a reasonably satisfactor, substitute date and time, and if no access the made at a reasonable to the omitted broadcast is omitted, a later proadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The toregoing shall not deprive Agency of the benefit of any discounts which it would have earned nereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to bendel any prosposation portion thereof powered by this contract in order to broadcast any program or event which, in the Station's sole dispreton, it deems to be of greater public interest or significance. Station may also recepture time previously sold when necessary to comply with its obligations to make available "reasonable aboses" and/or "equal opportunities" to bertain political pandidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promotify as reasonably possible, if the parties bannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can called without affecting the rate, discounts or rights provided under this pontract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole dispretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall both fue to pay the full charge (no oredit or refund will be given) but Agency shall be about detained another announcement at a reasonably satisfactory substitute date and time, at no additional pharge therefor.

4. A GENCY MATERIAL

All commercial materials (if so see diffed on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 43 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (f) shall not be contrary to the public interest, (ff) shall conform to the Station is then excepting program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject on to cause Agency to edit auch materials. Station will not be liable for loss or camage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to discuse of all Agency material any time efter 60 days following the last broadcast hereunder.

INDEMNIFICATION

Agen dy and Advertiser will jointly and severally indemnify and notid harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable afterney fees and dispursements) which srise out of or result from the proadcast, preparation for proadcast or contemplated proadcast of materials furnished by or or behalf of Agency and or Advertiser or turnished by Station at Agency's request for use inconnection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to any plain. The provisions of this paragraph and is survive the termination or expiration of this control.

CONSEQUENTIAL DAMAGES

Agen by and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any presemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announ gements and programs govered by this contract on the dates and at the approximate hourly times provided on the

face hereoit

(E)·	ha Station shall exercise normal precautions in handling of procertyand mail, but assumes no liabi	lity for loss or damage to program or commercial
materials and other property furnish	d by the Agency in connection with broadcasts nereunder. The Station will not accept or process n	nail, correspondence, or telephone calls in
connection with broad casts except a	ter its prior approval.	

- (c) Agency/is acting as agent for a displaced principal (i.e., the Advertiser named on the face hereof; and Agency-will act as agent for making payment on all billings hereunder. However, Agency-shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment mereof unless and until Agency-falls to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency-commissions), but only to the extent that Advertiser has not therestoone made payment to the Agency-thereon, and to the extent that Advertiser has therefore made payment to the Agency-thereon (i) while knowing that Agency-has entered into an agreement or arrangement purporting to assign or pleage to a faird party monies which may be or become payable by Advertiser or Agency, or that Agency-was in danger of becoming insolvent; or (ii) after receiving notice (together with a burrent statement of a count) from Station that Agency-is seriously delinquent under this or any other solventising agreement(s) between Station and Agency-hall be bonstrued so as to relieve Advertiser of, or diminish Advertiser's liability-for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency-shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for producests thereafter. Station is not required to produce there are not the face hereof.
- This contact contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1834, as amended, and with the rules and regulations of the FCC Issued pursuant thereto. When there is any inconsistancy between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce snayof the provisions hereof shall not be construed as a general relinguish mention waiver of that or anyother provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, accreased to the other party at the address on the face hereof, and shall be deemed given on the date of disposion.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copy of the Station's current political advertising discoours statement.]